

# Invitation to Bid

**City of Canton, Ohio**  
Purchasing Department  
218 Cleveland Ave. SW, 6<sup>th</sup> floor  
Canton, Ohio 44702

Tree Trimming and Removal

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**Item/Project**

Street Department

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**Responsible Department**

March 18, 2015 on or before 2:00 PM local time

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**Bids Due**

## Bid Proposal Submitted By:

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**

**Tree Trimming and Removal  
Street Department**

**BIDDER'S CHECKLIST**

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Canton. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your proposal.

- \_\_\_\_\_ Cover sheet (Page 1)
- \_\_\_\_\_ Checklist (Page 2)
- \_\_\_\_\_ Legal Notice (Page 3)
- \_\_\_\_\_ Specifications (Pages 4-13)
- \_\_\_\_\_ Proposal Pages (Pages 14-15)
- \_\_\_\_\_ Bid Check (Certified or Cashiers) (Page 16)
- \_\_\_\_\_ Bidder Information/Signature Pages (Pages 17-19)
- \_\_\_\_\_ City of Canton Income Tax Requirements (Page 20)
- \_\_\_\_\_ Insurance Requirements (Pages 21-22)
- \_\_\_\_\_ Personal Property Tax Certification: ORC 5719.042 (Page 23)
- \_\_\_\_\_ EEO Forms and Contract Compliance (Pages 24-28)
- \_\_\_\_\_ City of Canton Codified Ordinances (Pages 29-33)
- \_\_\_\_\_ Proof of City of Canton Tree Contractor License (to be submitted with bid)
- \_\_\_\_\_ Equipment List (to be submitted with bid)
- \_\_\_\_\_ References (to be submitted with bid)
- \_\_\_\_\_ Experience of Management and Supervisory Personnel (to be submitted with bid)

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**LEGAL NOTICE**  
**Ordinance 275/2014**

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Wednesday, March 18, 2015**, for the purpose of securing contracts for:

**Tree Trimming and Removal**

The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, March 18, 2015. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Sixth Floor Conference Room of Canton City Hall is the location for the bid opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Sixth Floor, Canton, Ohio 44702 according to the instructions in the Invitation to Bid posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/purchasing/?pg=showbids>.

A certified check, cashier's check or surety bond made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance are properly secured if the bid is accepted. The Bidder shall verify the certified check, cashier's check or bid bond for five hundred dollars (\$500.00). The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$500.00 security, the City will disqualify the bid. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Each bid must contain the full name of every person or company participating in the bid.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

All companies must submit their Federal ID Number for IRS purposes.

The bidder is responsible for monitoring the City website for any official addenda.

It is requested that the bidder print this entire packet and submit in its entirety. The City also requests that the bidder submits an original completed bid packet and two (2) copies of that completed packet for a total of three (3) bid packet copies.

Please contact Director of Purchasing Randall Dublikar at [randall.dublikar@cantonohio.gov](mailto:randall.dublikar@cantonohio.gov) if you have any questions regarding this bid.

**By order of the Director of Public Service: William Bartos**  
**Published in the Canton Repository: March 3 and 10, 2015**

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**SPECIFICATIONS**

**1.0 SCOPE AND CLASSIFICATION**

- 1.1 **Scope:** The City of Canton Street Department is seeking bids for the trimming and removal of approximately 200 trees during the one (1) year contract term. The City may award multiple contracts including potentially primary and secondary contracts.
- 1.2 **Classification:** Successful bidders will be expected to trim and remove trees within the City of Canton as requested by the City of Canton Street Department

**2.0 APPLICABLE PUBLICATIONS & STANDARDS**

- 2.1 N/A

**3.0 REQUIREMENTS**

- 3.1 Contract Overview

- 3.1.1 Street Department records indicate that on average there will be approximately 200 trees to be removed and/or trimmed each year.
- 3.1.2 Trees to be trimmed and/or removed include but are not limited to those within the road right of way, on vacant/deserted lots, on private property, or on public property.
- 3.1.3 **Please note that the City makes no guarantee that any particular number of trees will be trimmed or removed. All trees to be trimmed or removed in accordance with contracts awarded pursuant to this bid will be on an as needed basis.**
- 3.1.4 The work to be performed under this contract includes, but is not limited to, the providing of all labor, materials, supervision, equipment, fuel, services, incidentals, and related items necessary to complete the work in accordance with these specifications and scope of work unless otherwise mentioned.
- 3.1.5 A primary and secondary contractor may be awarded from this invitation to bid.
  - 3.1.5.1 It is fully expected that the primary contractor will be able to complete all trimming and removal requests. If for some reason this is not possible, the contractor should alert the Street Department, and it will request tree trimming and/or removal services from the secondary contract holders (if awarded) as needed. If a primary contractor is unable to complete a request, an explanation must be given to the City.

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- 3.1.5.2 Secondary Contractors may also be utilized in emergency situations or when the primary contractor has more work than can reasonably be accomplished as determined by the Street Department.
- 3.1.5.3 Trees that are larger than 50” in diameter may, at the City’s discretion be bid out separate from this contract.
- 3.1.6 Non-Exclusivity: The City of Canton reserves the right to contract for the same or similar items covered in this bid from additional vendors not awarded contracts resulting from this bid if found to be in the best interest of the City.
- 3.1.7 Bidders are requested to bid fixed firm pricing in the spaces provided on the proposal pages.
- 3.1.8 Contract Term: Awarded contracts shall be in effect for one year from April 15, 2015 to April 14, 2016.
- 3.1.9 Bidders must have a City of Canton Tree Contractor license on file allowing them to perform tree cutting, removal, treating, or pruning work on any tree located within Canton City limits on public or private property before being awarded a contract. Proof of said license should be provided with the bid.
- 3.1.10 All work must meet the minimum specifications contained herein.
- 3.1.11 Please note that this contract may be used by any city department. If a department, other than the Street Department, requests services under this contract, all of the specifications contained herein shall apply to them in lieu of the Street Department.
- 3.2. Tree Trimming and Removal Specifications
  - 3.2.1 General Requirements for Trimming and Removal
    - 3.2.1.1 No contractor shall trim or remove any trees without first being directed to do so by the Street Department. The City will not pay for unauthorized work.
    - 3.2.1.2 If there are any questions in regards to the location requirements of a tree to be trimmed or removed, the contractor should contact the Street Department for clarification before completing the requested work.
    - 3.2.1.3 Any damage caused by the contractor, including but not limited to broken sidewalk/curb, rutted lawn, broken water lines/valves/hydrants, or damaged buildings/streets will be repaired or replaced within a timeframe

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determined and to the satisfaction of the City. All associated costs will be paid by the contractor.

- 3.2.1.4 All debris must be removed prior to the contractor leaving a job site.
- 3.2.1.5 For purposes of this contract, the diameter of a tree shall be determined using the diameter at breast height (DBH), as used by the U.S. Forest Service. This is defined as the diameter of the tree 4-1/2 feet above ground level on the uphill side of the tree.
- 3.2.1.6 Only personnel thoroughly trained and skilled in the task assigned may be employed on any portion of work. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- 3.2.1.7 It shall be the sole responsibility of the contractor(s) performing services for this contract to safeguard their own materials, tools and equipment. The City of Canton shall not assume any responsibility for any damaged materials, tools or equipment.
- 3.2.1.8 Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used.
- 3.2.1.9 If needed, the contractor may request the assistance of the City for the storage of materials and or equipment. That said, the City makes no guarantee that said assistance will be available, and it does not accept responsibility for losses of material or equipment regardless of any approval to store said equipment in/on the City's facilities or grounds.
- 3.2.1.10 The City will assign the work to be done in the form of a written work order provided to the contractor either by email, fax or in person.
- 3.2.1.11 The contractor shall provide a written quotation based on the unit prices submitted with the bid for the specific work order. The written quotation shall contain a price based on unit prices as measured at the (DBH), within five (5) business day for work orders up to thirty-five (35) trees and seven (7) business days for work orders over thirty-five (35) trees.
- 3.2.1.12 Once the city approves the quote/work order referenced in specification 3.2.1.11, the Contractor has 5 (five) business days to start working unless a new date is agreed to by both parties.
- 3.2.1.13 A single tree work order must be completed within seven (7) days of receiving notification to proceed from the City.

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- 3.2.1.14 A work order containing between two (2) and thirty-five (35) trees must be completed within thirty (30) days of receiving notification to proceed from the City.
- 3.2.1.15 Work orders containing more than thirty-five (35) trees will be granted additional time to be completed. The amount of time will be determined on a case by case basis and must be agreed to by both the City and contractor.
- 3.2.1.16 Unless an immediate response emergency trim and or removal is requested as outlined herein, all work should be completed within the typical workday hours of 8:00 AM and 5:00 PM.
- 3.2.1.17 If requested by the city, emergency work orders must be completed within forty-eight (48) hours, unless they are deemed an Immediate Response Emergency.
- 3.2.1.18 If it becomes necessary for the City to issue an Immediate Response Emergency, the contractor has three (3) hours to start work after notification. Therefore, the contractor must provide the names, addresses and phone numbers of two (2) individuals in his/her firm who can be contacted by the City at any time in the event of such an emergency.
- 3.2.1.19 The contractor will be notified regarding completed sites not meeting these specifications. In such event, the contractor will be expected to correct the issue(s) at no cost to the City. The City reserves the right to withhold payment when such incidents occur until the issue is remedied. It will be the responsibility of the contractor to notify the City when any such issue has been corrected. Furthermore, this corrective action must be taken within 48 hours' notice of said issue. If this does not occur, the City may withhold payment for the impacted site.
- 3.2.1.20 Falsification or misrepresentation that a tree has been trimmed or removed when the work has not been completed will be dealt with in a legally provided manner.
- 3.2.1.21 Should a contractor be requested by a property owner, or person(s) claiming to be the property owner of any work site, to cease the cutting or removal of a tree, the contractor shall do so immediately and vacate the work site. Under no circumstances should a contractor continue working or remain on a property if such issues arise. The Street Department must then be notified for further instructions.
- 3.2.1.22 Bidders are asked to provide a copy of their equipment list. This information may be considered when determining the lowest and best bid.

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- 3.2.1.23           The City of Canton reserves the right to inspect contractors' equipment and operation prior to, or after, the award of all contracts entered into as a result of this bid.
- 3.2.1.24           Bidders are requested to provide a list of five (5) references for companies/agencies for whom they have completed similar work with their bid. If possible, this should include **other municipalities** for which similar work has been completed. These references should include the company/agency name, company/agency address, name of contact, and phone number and/or email address for said contact person.
- 3.2.1.25           It is the preference of the City of Canton that that management and supervisory personnel have over five (5) years of experience in the removal of trees. If possible, please provide documentation demonstrating said experience.
- 3.2.1.26           O.U.P.S.: The contractor is solely responsible for contacting the Ohio Utilities Protection Service (OUPS), to locate and identify all underground utilities that might interfere with their work.
- 3.2.1.27           The contractor shall contact the public utility, phone company and cable company when deemed necessary if work is being performed next to their lines.
- 3.2.2           Tree Trimming Requirements
- 3.2.2.1           Branches of trees to be trimmed shall be trimmed to give a clearance height of: ten (10) feet above the sidewalk, fourteen (14) feet above alleys and streets and twenty (20) feet above a State Route.
- 3.2.2.2           Additional specific requirements will be provided with each work order.
- 3.2.3           Tree Removal Requirements
- 3.2.3.1           All trees designated for removal will be felled according to established industry standards.
- 3.2.3.2           The Contractor will remove trees with an eight inch diameter minimum and cut them down three inches above the ground surface, unless otherwise stated on the work order. If circumstances prevent the cutting of the trunk as previously stated, the Contractor must call the Street Department for clarification before proceeding.
- 3.2.3.3           Additional specific requirements will be provided with each work order.
- 3.2.4           Safety Requirements



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- 3.2.4.1 When necessary, ropes and other rigging devices will be used for safety precaution and to eliminate potential damages.
- 3.2.4.2 If a work site becomes unsafe due to weather, limited light conditions, or other reasonable conditions, then work can stop. In the event of said conditions, the contractor must take proper safeguards to protect the public as well as its equipment and personnel. Work must resume once the situation improves.
- 3.2.4.3 If the contractor does not comply with established standards, a stop work order will be issued and work will not restart until the standard has been obtained.
- 3.2.4.4 The contractor will immediately notify utility companies and the City if utilities are damaged during work effort.
- 3.2.4.5 At all times safety of contractor personnel must be in accordance to tree care industry safety standards. If the contractor is found at fault for personnel safety violations the City will not assume any liability.
- 3.2.4.6 All work shall be done in a safe manner and comply with all federal, state, and local laws and regulations concerning safety. This shall include, but not be limited to OSHA, etc.
- 3.2.4.7 All equipment shall display proper safety markings and lighting and shall have in place all safety guards, shields, and protective covers.
- 3.2.4.8 The successful bidder shall require its employees to wear at all times: reflective safety vests, headgear, ear/eye protection, and all appropriate safety belts and/or harnesses.
- 3.2.4.9 All contractors must assume full responsibility for their work and take all precautions for preventing injuries to persons and damage to all properties on or adjacent to the work sites. The City shall be held harmless for personal injuries to the contractor's employees, the public at large, and any and all property damage including but not limited to damage to property on the work site and/or the contractor's vehicles, equipment, and incidentals regardless of whether or not this damage is a result of any condition at the work sites.
- 3.2.4.10 Hazardous Trees
  - 3.2.4.10.1 Any person engaged in trimming or pruning, which becomes aware of a tree of doubtful strength that could be dangerous to persons and property, shall report such tree to the City's Arborist.

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- 3.2.4.10.2                      Such trees shall include those that are over mature, diseased, or showing signs of decay.
- 3.2.5                      Traffic Control
- 3.2.5.1                      If streets need to be close, the contractor will notify the Street Department who will then make the necessary arrangements for said closing.
- 3.2.5.2                      Traffic control is the responsibility of the contractor and will be in accordance with the Manual of Uniform Traffic Control Devices.
- 3.2.5.3                      The cost for signage and devices will be at the contractor's expense.
- 3.2.6                      Special Equipment Mobilization
- 3.2.6.1                      If a non-common piece of equipment is needed to complete a task, the contractor must notify the Street Department of said issue and provide three (3) quotes for the equipment requested. The Street Department will then determine if said work order will move forward. (A crane would be an example of a non-common piece of equipment.)
- 3.2.6.2                      Only one special equipment mobilization, of any one type, will be allowed per job. The City will make every effort to group removals and trims of this type together. Thus, work in one (1) area or on one (1) street in which the jobs are contiguous or close together regardless of the scope or scopes of work, is considered one (1) job, for this purpose only, and the contractor shall be paid for one (1) special equipment mobilization.
- 3.2.7                      Delays
- 3.2.7.1                      The contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the contractor.
- 3.2.7.2                      In each instance, the failure to perform must be beyond the control and without the fault or negligence of the contractor or subcontractor.
- 3.2.7.3                      "Default" includes failure to make progress in the work so as to endanger performance.
- 3.2.7.4                      Upon request of the contractor, the City shall ascertain the facts and extent of the failure. If the City determines that any failure to perform results from one or more of the causes above, the delivery schedule may be revised.

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**3.3 Billing and Invoicing**

- 3.3.1 The successful bidders are to invoice the City on a weekly basis allowing thirty (30) days for payment.
- 3.3.2 All invoices shall be submitted to the address on the Purchase Order.
- 3.3.3 All invoices shall reference the work order, outline the work that was completed, list the unit price, and the total amount due.
- 3.3.4 The City will only pay for work actually completed. If a contractor determines that a tree has already been trimmed or removed after a work order has been placed, they are to notify the Street Department, and no payment will be made.

**3.4 Insurance and Workplace Policy Requirements**

- 3.4.1 All bidders awarded contracts will be considered independent contractors and will be required to sign an indemnification clause as a requirement of contracting with the City.
- 3.4.2 All bidders awarded contracts will be required to provide the insurance information outlined herein.

**3.5 Contract Non-Performance and Cancellation**

- 3.5.1 If it is determined by the City of Canton that a contractor has failed to perform or otherwise breached their contract with the City, the City will give notice to the contractor of said non-performance or breach, and the contractor will have seven (7) days from the time of said notice to remedy the non-performance or breach to the complete satisfaction of the City of Canton.
- 3.5.2 If a non-performance or breach is not remedied pursuant to specification 3.5.1, the City of Canton reserves the right to terminate the contract and re-award to a different contractor.

**4.0 INSPECTION, EQUIPMENT, AND WORKMANSHIP**

- 4.1 The city reserves the right to inspect all tree trims and removals to determine if they have been completed in accordance with these specifications.
- 4.2 All equipment and/or materials incorporated into the work covered by this contract shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.
- 4.3 All work under this contract shall be performed in a skillful and workmanlike manner.

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- 4.4 The City may require, in writing, that the contractor remove from the work any employee deemed by the City to be incompetent, careless, or otherwise objectionable.

## **5.0 PREPARATION FOR DELIVERY**

NA

## **6.0 NOTES**

- 6.1 Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by the Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.

### **6.2 Award Process**

- 6.2.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best bidder.
- 6.2.2 The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.
- 6.2.3 The Board of Control will consider the pricing for standard, emergency, and immediate response emergency trims and removals when awarding all contracts. However, pricing for the standards trims and removals will be given greater consideration.

### **6.3 Questions and Addenda**

- 6.3.1 All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
- 6.3.2 All questions should be directed to:  
Mr. Randall Dublikar  
City of Canton Purchasing Department  
Email: [randall.dublikar@cantonohio.gov](mailto:randall.dublikar@cantonohio.gov)

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- 6.3.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.
- 6.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.4 Please be advised that when you submit a bid to the City of Canton, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
- 6.5 Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Mr. Randall Dublikar, Purchasing Director at [randall.dublikar@cantonohio.gov](mailto:randall.dublikar@cantonohio.gov). If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
- 6.6 Articles of Incorporation: Please provide a copy of the company's articles of incorporation if applicable. The City of Canton may request this information if it is not provided.

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**PROPOSAL PAGES**

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Tree trimming and removal work shall be based upon the following. Travel and mobilization expenses shall be included in the unit bid prices.

**Tier One:** Can be trimmed or removed without an aerial lift and/or there are no obstacles in work zone. Ex. Plant, shrubs, retaining walls, yard decorations, wires or buildings.

**Tier Two:** Will require one (1) aerial lift or climber. Site contains minor obstacles in the work area that will require tree to be trimmed or removed using some basic rigging techniques or by removing tree by taking it down in manageable pieces to avoid damage to land owners property, City streets and/or sidewalks. There should be no wire in drop down zone.

**Tier Three:** Will require an aerial lift or climber. Site contains large or major obstacles in work area that will require advanced rigging. Ex. would have obstacles such as houses, flower beds, retaining walls or wires. (Electrical, cable or telephone)

Trees that are larger than 50" in diameter may, at the City's discretion be bid out separate from this contract.

**Bid Category 1: Standard Trim or Removal**

***Trimming***

	<b>Tier One Unit Price</b>	<b>Tier Two Unit Price</b>	<b>Tier Three Unit Price</b>
<b>8 in. to 15 in. diameter</b>			
<b>16 in. to 30 in. diameter</b>			
<b>31 in. to 50 in. diameter</b>			

***Removal***

	<b>Tier One Unit Price</b>	<b>Tier Two Unit Price</b>	<b>Tier Three Unit Price</b>
<b>8 in. to 20 in. diameter</b>			
<b>20 in. to 28 in. diameter</b>			
<b>29 in. to 36 in. diameter</b>			
<b>37 in. to 50 in. diameter</b>			

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**Bid Category 2: Emergency Trim or Removal**

***Trimming***

	<b>Tier One Unit Price</b>	<b>Tier Two Unit Price</b>	<b>Tier Three Unit Price</b>
<b>8 in. to 15 in. diameter</b>			
<b>16 in. to 30 in. diameter</b>			
<b>31 in. to 50 in. diameter</b>			

***Removal***

	<b>Tier One Unit Price</b>	<b>Tier Two Unit Price</b>	<b>Tier Three Unit Price</b>
<b>8 in. to 20 in. diameter</b>			
<b>20 in. to 28 in. diameter</b>			
<b>29 in. to 36 in. diameter</b>			
<b>37 in. to 50 in. diameter</b>			

**Bid Category 3: Immediate Response Trim or Removal**

***Trimming***

	<b>Tier One Unit Price</b>	<b>Tier Two Unit Price</b>	<b>Tier Three Unit Price</b>
<b>8 in. to 15 in. diameter</b>			
<b>16 in. to 30 in. diameter</b>			
<b>31 in. to 50 in. diameter</b>			

***Removal***

	<b>Tier One Unit Price</b>	<b>Tier Two Unit Price</b>	<b>Tier Three Unit Price</b>
<b>8 in. to 20 in. diameter</b>			
<b>20 in. to 28 in. diameter</b>			
<b>29 in. to 36 in. diameter</b>			
<b>37 in. to 50 in. diameter</b>			

**Addenda Acknowledgement**

I hereby acknowledge the following official addenda (leave blank if no addenda were issued)

Addenda Number(s) \_\_\_\_\_

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**BID GUARANTY**

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance are properly secured if the bid is accepted.

The Bidder shall verify the **certified check, cashier's check or bid bond for five hundred (\$500.00) dollars**. The City of Canton will **only accept original checks and bid bonds**. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$500.00 security, the City will disqualify the bid.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law. Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

**Please place your bid guaranty at the front of your submitted bid.**



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**BIDDER INFORMATION AND SIGNATURE**

**Bidder Information Page 1 of 3**

1. The Bidder shall provide the following information as part of its bid.

a. Name of Bidder \_\_\_\_\_

b. Business Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

c. Business Telephone Number ( \_\_\_\_ ) \_\_\_\_\_

d. Person, address, email and telephone to whom official notices are to be sent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Person, address, email and telephone for further information regarding this proposal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. State(s) of incorporation (w/dates of incorporation) \_\_\_\_\_  
\_\_\_\_\_

g. Principal place of business \_\_\_\_\_

h. Federal I.D. Number # \_\_\_\_\_

i. Amount of Certified Check, Cashier's Check, Bid Bond \$ \_\_\_\_\_

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**Bidder Information Page 2 of 3**

2. Form of Business Organization.

\_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership

\_\_\_\_\_ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.


All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)


4. Name and address of other person, firms or companies interested in this contract.


5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.


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Street Department**

**Bidder Information Page 3 of 3**

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

(Signature of individual, partner or officer signing the proposal.)

**Please have this page notarized**

**Tree Trimming and Removal  
Street Department**

**CITY OF CANTON INCOME TAX**

All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 181.06 and any payment on net profits under Section 181.03.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.

The successful bidder will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Bidders are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information below.

**City of Canton Income Tax Department**

**Office Address**

424 Market Ave. N  
Canton OH 44702

**Phone:** (330) 430-7900

**Fax:** (330) 430-7944

**Email:** [cantontax@cantonohio.gov](mailto:cantontax@cantonohio.gov)

**Correspondence Address**

P.O. Box 9940  
Canton, OH 44711

Additionally, all public improvement, professional services, and services contracts shall also contain the following provision:

Said \_\_\_\_\_ hereby further agrees to withhold all city income taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax, whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

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**INSURANCE AND WORKPLACE POLICY INFORMATION AND REQUIREMENTS**

**Instructions**

All successful bidders will be required to submit the following items per the requirements below:

1. Liability Insurance Certificate
2. Workers Compensation Certificate

**(Note: Bidders are encouraged to submit these items with their bid packets.)**

**Insurance Requirements**

The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
  - II. The Contractor shall maintain liability insurance and furnish the Service Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
  - III. In accordance with Item II, the Contractor shall maintain the following insurance:
    1. Workmen's Compensation and Employer's Liability Insurance affording,
      - a. Protection under the Workmen's Compensation Law in the State of Ohio.
      - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.
    2. General Liability Insurance in amounts not less than:

a. General Aggregate Limit	\$2,000,000.00
b. Personal and Advertising Injury Limit	\$1,000,000.00
c. Each Occurrence Limit	\$1,000,000.00
d. Fire Damage	\$ 100,000.00
e. Medical Expense Limit	\$ 5,000.00
- This insurance shall:

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- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
  - b. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
3. Comprehensive Automobile Liability Insurance in the following minimum amounts:
  - a. Bodily Injury and Property Damage  
any one accident or loss: \$1,000,000.00

**Please Note:**

The policy required under this section shall name the City of Canton “**as an additionally named insured**” and shall **contain an endorsement by the insurance carrier providing ten (10) days notice to both the City and insured in the event of any change in coverage under the policy.** No less than ten (10) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer. A copy of the foregoing policy shall be filed with the Director of Public Service.

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**PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)**

**Instructions**

The successful bidder shall be required to

1. retype the statement below on the bidder's letterhead,
2. have said statement notarized utilizing either paragraph (A) or (B) as it applies to your company, and
3. submit the **notarized** statement to the City of Canton.

**Note: Bidders are encouraged to submit this with the bid packet.**

Office of the Auditor  
City of Canton  
City Hall 218 Cleveland Avenue S.W.  
Canton, Ohio 44702

Dear Sir or Madame:

- (A) The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

or

- (B) The undersigned hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is \_\_\_\_\_.

and

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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**CONTRACT COMPLIANCE AND EEO FORMS**

**Instructions**

1. The successful bidder shall be required to comply with the City's Contract Compliance Program regarding equal employment opportunity.
2. Please complete and submit with your bid the Bidder and Contractor Employment Practices Report forms located on the following pages.
3. **Please be sure to fully complete section IV. This includes reporting a number for ALL categories even if the answer is zero (0).**
4. The successful bidder should also be prepared to submit an "affirmative action plan" and/or "EEO policy."

**Note: Bidders are encouraged to submit this information with the bid.**



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**BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT**

CITY OF CANTON OFFICE OF COMPLIANCE

424 MARKET AVE N CANTON, OHIO 44702

**I. INSTRUCTIONS**

- A. This form is designed to provide an evaluation of your policies and practices as it relates to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

- B. **CONTRACTOR AND BIDDER PERFORMANCE:** Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in a contract with the City.

**II. CONTRACTOR AND BIDDER INFORMATION**

<b>1. REPORTING STATUS</b>  <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> A. Prime Contractor</div><div><input type="checkbox"/> B. Prime Subcontractor</div><div><input type="checkbox"/> C. Supplier</div><div><input type="checkbox"/> D. Other (Specify)</div></div>
<b>2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT</b>  <div style="height: 40px;"></div>
<b>3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER</b>  <div style="height: 40px;"></div>
<b>4. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICE OF BIDDER</b>  <div style="height: 40px;"></div>
<b>5. CONTRACTING CITY AGENCY (OR AGENCIES)</b>  <div style="height: 40px;"></div>
<b>6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE (DATE)</b>  <div style="height: 40px;"></div>

Evaluation (Office Use Only)

- ☐ Compliant
- ☐ Non-Compliant
- ☐ Follow up needed \_\_\_\_\_

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### III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

**A** – Current Practice    **B** – Company will immediately adopt this policy    **C** – Company is unwilling or is unable to adopt policy.

\*\*\*If C is circled for any of the responses below an explanation is required in the space provided\*\*\*

Circle One	Items	State Reason if (C) is checked
A B C	<b>1.</b> The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	<b>2.</b> The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	<b>3.</b> The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	<b>4.</b> The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	<b>5.</b> Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	<b>6.</b> Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	<b>7.</b> The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A B C	<b>8.</b> Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	<b>9.</b> The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

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**IV. EMPLOYMENT DATA**

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

**MALE:**

**FEMALE:**

Job Categories:	Total Male & Female	Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Mgrs and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un- skilled)											
Service Workers											
<b>Total:</b>											

REMARKS: Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

**V. ADDITIONAL INFORMATION (Optional)**

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use Separate sheet if additional space is required.

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**VI. POLICY STATEMENT**

The City of Canton, Ohio in conformance with local, state, and federal regulations require each employer, contractor, and material suppliers working on city projects be signatures of the following statements:

- 1) It is the policy of \_\_\_\_\_ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document \_\_\_\_\_ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) \_\_\_\_\_ will take affirmative action to insure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to:
  - a. recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
- 4) \_\_\_\_\_ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) \_\_\_\_\_ Shall require each sub-contractor we hire on this project to adhere to, sign, and return this statement to the city.

**VII. Signatures**

The undersigned certifies that he/she is legally authorized by the bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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**CITY OF CANTON CODIFIED ORDINANCES**

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton including but not limited to the following:

**1. Chapter 105.06 – Minority contract provision.**

- a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$\_\_\_\_\_ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

*(Ord.185-2011. Passed 10-31-11.)*

**2. Chapter 105.12 – Local Bidder Preference.**

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.

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- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C.

735.05 through 735.09 and Ohio R.C. 737.03.

*(Ord. 95-2014. Passed 5-5-14.)*

**3. Chapter 105.15 – City Income Tax**

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 181.06 and any payment on net profits under Section 181.03.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said \_\_\_\_\_ hereby further agrees to withhold all city income taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax, whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

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*(Ord. 158-2014. Passed 8-11-14.)*

**4. Chapter 507.03 – Equal Employment Opportunity clause.**

- b. During the performance of this contract, the contractor agrees as follows:
1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
  2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

*(Ord. 153-2012. Passed 9-24-12.)*

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in

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or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
  - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
  - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
  - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

*(Ord. 179-74. Passed 6-17-74.)*